

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

BLUNT WRAP U.S.A., INC.	*	CIVIL ACTION NO.
<i>Plaintiff</i>	*	
	*	SECTION
VERSUS	*	
	*	JUDGE
HIGH GRADE HERBAL INC and	*	
NATURAL LEAF INC.	*	MAGISTRATE
<i>Defendants</i>	*	

COMPLAINT

NOW INTO COURT, through undersigned counsel, comes plaintiff Blunt Wrap U.S.A., Inc. (hereinafter "Blunt Wrap U.S.A."), for its Complaint against defendants High Grade Herbal Inc and Natural Leaf Inc. herein, and alleges as follows:

PARTIES

1. Plaintiff, Blunt Wrap U.S.A., is a Louisiana corporation with its principal place of business in Mandeville, Louisiana.

2. Defendant, High Grade Herbal Inc, is a Florida corporation having an office at 5036 Dr. Phillips Blvd., Suite 166, Orlando, FL 32819, according to the Florida Secretary of State.

3. Defendant, Natural Leaf Inc., is a Florida corporation having an office at 1861 N. Federal Hwy, Unit 218, Hollywood, FL 33020, according to the Florida Secretary of State.

JURISDICTION

4. This is an action for patent infringement of United States Letters Patent Nos. 6,321,755 (the "'755 patent'"), 6,357,448 (the "'448 patent'"), 6,526,986 (the "'986 patent'"), 6,742,525 (the "'525 patent'"), and 6,854,471 (the "'471 patent'"), brought under the provisions of the United States Patent Laws, Title 35 United States Code. Jurisdiction of this Court is based upon the Patent Laws of the United States, Title 35 United States Code, and 28 United States Code §§ 1338(a) and 1400(b).

VENUE

5. Venue lies in this District under 28 United States Code § 1391 (b), (c), or (d).

PATENT INFRINGEMENT

6. Blunt Wrap U.S.A. repeats and realleges each and every allegation contained in paragraphs one through five of this Complaint as if set forth in full herein.

7. The following patents were duly and legally issued to Daniel S. Sinclair, Jr. on the dates referenced below, and each of these patents has been assigned to Plaintiff, Blunt Wrap U.S.A.:

(a) the '755 patent, duly and legally issued on November 27, 2001, and a copy of which is annexed hereto as Exhibit "A";

(b) the '448 patent, duly and legally issued on March 19, 2002, and a copy of which is annexed hereto as Exhibit "B";

(c) the '986 patent, duly and legally issued on March 4, 2003, and a copy of which is annexed hereto as Exhibit "C";

(d) the '525 patent, duly and legally issued on June 1, 2004, and a copy of which is annexed hereto as Exhibit "D"; and

(e) the '471 patent, duly and legally issued on February 15, 2005, and a copy of which is annexed hereto as Exhibit "E".

The foregoing five (5) patents are referred to sometimes hereinafter as the "Patents in Suit."

8. On information and belief, in the United States and in this Judicial District, Defendants have been, and are, infringing—directly, contributorily, and/or by inducement—one or more claims of each of the Patents in Suit by making, using, selling, offering to sell, and/or importing into the United States, as well as Defendants' inducement of and contribution to the making, using, selling, offering to sell, and/or importing into the United States, of cigar tubes for holding an end user's tobacco fill material which infringe one or more claims of each of the Patents in Suit. Product exemplars of the infringing products are attached hereto as Exhibit "F".

9. By infringing—directly, contributorily, and by inducement—one or more claims of each of the Patents in Suit, Defendants have unfairly reaped a substantial commercial and competitive advantage and savings in research, development, costs, and marketability, all to Plaintiff's detriment.

10. Defendants' activities with respect to its infringing cigar tubes for holding an end user's tobacco fill material constitute willful infringement of one or more claims of each of the Patents in Suit.

11. Plaintiff has been, and will continue to be, damaged by such direct, contributory, and induced infringement in an amount to be proven at trial and in a manner and amount that cannot be fully measured or compensated in economic terms and for which there is no adequate remedy at law.

The actions of Defendants have damaged, and will continue to damage, Plaintiff's business, market, reputation, and goodwill. Such irreparable damage will continue unless the acts of Defendants are enjoined during the pendency of this action and thereafter. Plaintiff is, therefore, entitled to the remedies provided by 35 U.S.C. §§ 283-285.

WHEREFORE, plaintiff, Blunt Wrap U.S.A., Inc., prays that this Court enter a judgment that:

- A. Plaintiff's U.S. Letters Patent 6,321,755, 6,357,448, 6,526,986, 6,742,525, and 6,854,471, have been infringed by the accused products of Defendants;
- B. Issues preliminary and final injunctions under 35 United States Code § 283 against any and all acts and conduct of Defendants that constitute infringement of said Patents in Suit;
- C. Awards Plaintiff damages under 35 United States Code § 284, adequate to fully compensate for Defendants' past and continuing acts and conduct of infringement, including Plaintiff's lost profits, and in any event no lower than a reasonable royalty, to be determined under the appropriate market conditions which would have existed absent Defendants' unlawful infringement, together with interest and costs as are to be determined by the Court; and
- D. Any other awards or relief for Plaintiff that this Court may deem just and proper, whether legal or equitable.

Respectfully submitted,

/s/ Randall A. Smith

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